

## 21 C.J.S. Courts § 91

Corpus Juris Secundum | May 2023 Update

### Courts

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### II. Jurisdiction of Courts

#### H. Loss or Divestiture of Jurisdiction

## § 91. Final judgment or disposition of case as divesting acquired jurisdiction

[Topic Summary](#) | [References](#) | [Correlation Table](#)

### West's Key Number Digest

West's Key Number Digest, [Courts](#)  30

**A court generally retains properly acquired jurisdiction of a case until divested by final disposition or final judgment, subject to continuing jurisdiction for the time permitted for postjudgment motions or appeals and for enforcement of the judgment.**

A court, having obtained jurisdiction, retains it until the final disposition of the case,<sup>1</sup> entry of a final judgment,<sup>2</sup> final decree,<sup>3</sup> or final order,<sup>4</sup> except as specifically reserved by the court,<sup>5</sup> or until a prescribed period thereafter.<sup>6</sup> The manner of the termination of a proceeding is not the determinative factor in depriving the court of jurisdiction; rather, the effect is by the finality of the court's act, whether by judgment, decree, order, or stipulation concluding the litigation.<sup>7</sup>

The court's continuing jurisdiction, after a disposition of a matter, ends with the expiration of the time permitted for postjudgment motions,<sup>8</sup> appeal,<sup>9</sup> or the alteration or modification of prior rulings or orders,<sup>10</sup> or by the denial of postjudgment motions.<sup>11</sup> The court generally retains jurisdiction to enforce its final judgment.<sup>12</sup> The court may also retain jurisdiction in the matter to the extent jurisdiction is specifically reserved in the final judgment,<sup>13</sup> particularly a final judgment on a stipulated settlement.<sup>14</sup>

A final judgment as to one party in a case involving multiple parties does not divest the court of jurisdiction as to the remaining parties and claims.<sup>15</sup>

### CUMULATIVE SUPPLEMENT

**Cases:**

Matters that are collateral or supplemental to the trial court's judgment are left within the trial court's jurisdiction even though an appeal has been docketed. [Worsham v. Day](#), 2019 Ark. 160, 574 S.W.3d 150 (2019).

The trial court loses jurisdiction of a cause after a judgment or final decree has been entered and the time for filing petition for rehearing or motion for new trial has expired or same has been denied. [Fla. R. Civ. P. 1.530](#). [Mich Auto Sales Inc. v. 14004 NW 19th Avenue, LLC](#), 347 So. 3d 438 (Fla. 3d DCA 2022).

**[END OF SUPPLEMENT]**

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**Footnotes**

- 1 [Fla.—De La Osa v. Wells Fargo Bank, N.A.](#), 2016 WL 517466 (Fla. 3d DCA 2016).  
  
[Mich.—Clohset v. No Name Corp.](#), 302 Mich. App. 550, 840 N.W.2d 375 (2013), appeal denied, 495 Mich. 990, 844 N.W.2d 725 (2014).  
  
[N.C.—Whitworth v. Whitworth](#), 222 N.C. App. 771, 731 S.E.2d 707 (2012).  
  
[Pa.—Titeflex Corp. v. National Union Fire Ins. Co. of Pittsburgh, PA](#), 2014 PA Super 43, 88 A.3d 970 (2014).  
  
**Until fully adjudicated**  
[Va.—Wroblewski v. Russell](#), 63 Va. App. 468, 759 S.E.2d 1 (2014).
- 2 [Cal.—Lofton v. Wells Fargo Home Mortgage](#), 230 Cal. App. 4th 1050, 179 Cal. Rptr. 3d 254 (1st Dist. 2014), as modified on other grounds on denial of reh'g, (Nov. 20, 2014) and review denied, (Feb. 11, 2015).  
  
[Fla.—Central Park A Metrowest Condominium Assoc., Inc. v. AmTrust REO I, LLC](#), 169 So. 3d 1223 (Fla. 5th DCA 2015).  
  
[N.C.—Whitworth v. Whitworth](#), 222 N.C. App. 771, 731 S.E.2d 707 (2012).
- 3 [Fla.—Aurora Bank v. Cimbler](#), 166 So. 3d 921 (Fla. 3d DCA 2015).  
  
[N.C.—Whitworth v. Whitworth](#), 222 N.C. App. 771, 731 S.E.2d 707 (2012).
- 4 [Pa.—Ness v. York Tp. Bd. of Com'rs](#), 123 A.3d 1166 (Pa. Commw. Ct. 2015).
- 5 [Fla.—Central Park A Metrowest Condominium Assoc., Inc. v. AmTrust REO I, LLC](#), 169 So. 3d 1223 (Fla. 5th DCA 2015).  
  
**Ineffective if improper expansion**  
[Mo.—Vanderpool v. Vanderpool](#), 250 S.W.3d 791 (Mo. Ct. App. S.D. 2008).
- 6 [Conn.—Rozbicki v. Gisselbrecht](#), 152 Conn. App. 840, 100 A.3d 909 (2014).  
  
[Fla.—De La Osa v. Wells Fargo Bank, N.A.](#), 2016 WL 517466 (Fla. 3d DCA 2016).  
  
[Ill.—Galvez v. Rentas](#), 403 Ill. App. 3d 491, 343 Ill. Dec. 233, 934 N.E.2d 557 (1st Dist. 2010).  
  
[Pa.—Ness v. York Tp. Bd. of Com'rs](#), 123 A.3d 1166 (Pa. Commw. Ct. 2015).

- 7 Tex.—*Esty v. Beal Bank S.S.B.*, 298 S.W.3d 280 (Tex. App. Dallas 2009).
- 8 Fla.—*De La Osa v. Wells Fargo Bank, N.A.*, 2016 WL 517466 (Fla. 3d DCA 2016).
- Conn.—*Rozbicki v. Gisselbrecht*, 152 Conn. App. 840, 100 A.3d 909 (2014).
- Fla.—*Aurora Bank v. Cimbler*, 166 So. 3d 921 (Fla. 3d DCA 2015).
- Ill.—*Won v. Grant Park 2, L.L.C.*, 2013 IL App (1st) 122523, 377 Ill. Dec. 679, 2 N.E.3d 595 (App. Ct. 1st Dist. 2013), appeal denied, 380 Ill. Dec. 512, 8 N.E.3d 1054 (Ill. 2014).
- La.—*Adkins v. City of Natchitoches*, 150 So. 3d 646 (La. Ct. App. 3d Cir. 2014).
- N.C.—*Whitworth v. Whitworth*, 222 N.C. App. 771, 731 S.E.2d 707 (2012).
- Tex.—*Esty v. Beal Bank S.S.B.*, 298 S.W.3d 280 (Tex. App. Dallas 2009).
- 9 Fla.—*De La Osa v. Wells Fargo Bank, N.A.*, 2016 WL 517466 (Fla. 3d DCA 2016).
- Ill.—*In re Marriage of Benson*, 392 Ill. Dec. 719, 33 N.E.3d 268 (App. Ct. 4th Dist. 2015).
- 10 Fla.—*PLCA Condominium Ass'n v. AmTrust-NP SFR Venture, LLC*, 182 So. 3d 668 (Fla. 4th DCA 2015).
- N.C.—*Burgess v. Burgess*, 205 N.C. App. 325, 698 S.E.2d 666 (2010).
- 11 Fla.—*Travelers Cas. and Sur. Co. of America v. Culbreath Isles Property Owners Ass'n, Inc.*, 103 So. 3d 896 (Fla. 2d DCA 2012).
- 12 Conn.—*Investment Associates v. Summit Associates, Inc.*, 309 Conn. 840, 74 A.3d 1192 (2013).
- Fla.—*PLCA Condominium Ass'n v. AmTrust-NP SFR Venture, LLC*, 182 So. 3d 668 (Fla. 4th DCA 2015).
- Ga.—*Barker v. Barker*, 294 Ga. 572, 757 S.E.2d 42 (2014).
- Ill.—*In re Marriage of Benson*, 392 Ill. Dec. 719, 33 N.E.3d 268 (App. Ct. 4th Dist. 2015).
- Iowa—*Reis v. Iowa Dist. Court for Polk County*, 787 N.W.2d 61 (Iowa 2010).
- 13 Fla.—*Central Park A Metrowest Condominium Assoc., Inc. v. AmTrust REO I, LLC*, 169 So. 3d 1223 (Fla. 5th DCA 2015).
- 14 Cal.—*Lofton v. Wells Fargo Home Mortgage*, 230 Cal. App. 4th 1050, 179 Cal. Rptr. 3d 254 (1st Dist. 2014), as modified on denial of reh'g, (Nov. 20, 2014) and review denied, (Feb. 11, 2015).
- Wyo.—*American Nat. Bank v. Sara*, 2011 WY 9, 246 P.3d 294 (Wyo. 2011).
- 15 U.S.—*Janis v. Workhorse Custom Chassis, LLC*, 891 F. Supp. 2d 970 (N.D. Ill. 2012) (applying Illinois law).